R. R., 142 N. C. 400; SUTHERLAND, STATUTORY CONSTRUCTION, 427. Much more stringent and confiscatory state laws have been upheld in late years. *Patstone* v. *Pa.*, 232 U. S. 138; *Siez* v. *Hesterburg*, 211 U. S. 31; *Lawton* v. *Steel*, 152 U. S. 133. In the late case of *Gherna* v. *State*, (Arizona) 146 Pac. 494, a constitutional amendment prohibiting the sale of intoxicating liquors was upheld as a valid exercise of the police power even though it caused a loss of investments already made in those commodities. There was also a clause in this amendment which prohibited the importation of intoxicating liquors into the state, but the court was correct in refusing to consider the validity of this section, and of the WEBB-KENYON ACT as the defendant was indicted for selling, not importing, and the court declared the sections separable. The question on the WEBB-KENYON ACT will no doubt arise soon in Arizona under the other clause of the constitutional provision.

CONTRACTS—CONSTRUCTION OF LIMITING LIABILITY CLAUSE.—Appellee shipped certain goods over appellant's road under a contract limiting the liability of the appellant in case of injury or loss to $100. Part of the goods were injured, the actual value of which was over the stipulated amount. The question was whether the whole value up to $100 or only a proportionate part could be recovered. *Held*, that the whole loss up to $100 could be recovered. *Central of Georgia Ry. Co.* v. *Broda*, (Ala. 1914) 67 So. 437.

The court in deciding the case admitted that the cases and text writers are in direct conflict on the subject, and decides that the contract should be construed strictly against the railroad company and in favor of the shipper. The reasoning of the courts which follow this side of the question is that the parties do not agree as to the value of the goods but only as to the amount the carrier shall pay in case of injury and hence if the injury reaches the limit, that amount should be paid and not a proportionate amount as would be the case if all the goods were valued at the stipulated price. In addition to the courts cited in the principal case the following also hold the same view. *Huguelet* v. *Warfield*, 65 S. E. 985; *Carleton* v. *N. Y. C. & H. R. R. Co.*, 117 N. Y. Supp. 1021; *Visanka* v. *Southern Exp. Co.*, 75 S. E. 962. Other courts take the view that the contract does fix the whole value of the goods and in case of injury only a proportionate amount should be allowed as damages. HUTCHINSON, CARRIERS, § 429; *Goodman* v. *M. K. & T. Ry. Co.*, 71 Mo. App. 460; *Shelton* v. *Canadian Northern Ry.*, 189 Fed. 153.

CORPORATIONS—IMPLIED POWERS—SALE OF LIQUOR BY CLUB.—The Country Club in Austin, Texas was duly and legally incorporated under the state law. The charter authorized the corporation "to support and maintain a golf club and other innocent sports in connection therewith." A suit was brought to enjoin the club from maintaining a buffet and dispensing intoxicating liquors to its members upon the ground that such acts were not within the implied powers of the corporation. *Held* that an injunction would issue. *State* v. *Country Club* (Tex. 1915), 173 S. W. 570.

It is a general rule that a corporation has only such powers as are granted to it by its charter either expressly or as incidental to its existence. *Cumber-*